

EXHIBIT 12

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13 *and Sharp Electronics Manufacturing Company of*
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14 [additional counsel listed on signature page]

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 **In re: CATHODE RAY TUBE (CRT)**
18 **ANTITRUST LITIGATION**

19 This Document Relates to:

20 *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.,*
21 *No. 13-cv-1173;*

22 *Electrograph Systems, Inc. et al. v. Technicolor SA,*
23 *et al., No. 13-cv-05724;*

24 *Siegel v. Technicolor SA, et al., No. 13-cv-05261;*

25 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
26 *No. 13-cv-05264;*

27 *Target Corp. v. Technicolor SA, et al., No. 13-cv-*
28 *05686;*

Interbond Corporation of America v. Technicolor

Case No. 07-cv-05944 SC

MDL No. 1917

DIRECT ACTION PLAINTIFFS'
FIRST SET OF
INTERROGATORIES TO
DEFENDANT THOMSON
CONSUMER

DATE: APRIL 17, 2014

1 *SA, et al.*, No. 13-cv-05727;

2 *Office Depot, Inc. v. Technicolor SA, et al.*, No. 13-
cv-05726;

3 *Costco Wholesale Corporation v. Technicolor SA, et*
4 *al.*, No. 13-cv-05723;

5 *P.C. Richard & Son Long Island Corporation, et al.*
6 *v. Technicolor SA, et al.*, No. 31:cv-05725;

7 *Schultze Agency Services, LLC v. Technicolor SA,*
8 *Ltd., et al.*, No. 13-cv-05668;

9 *Sears, Roebuck and Co. and Kmart Corp. v.*
10 *Technicolor SA*, No. 3:13-cv-05262

11 *Tech Data Corp., et al. v. Hitachi, Ltd., et al.*, No.
12 13-cv-00157.

13 **PROPOUNDING PARTIES:**

Direct Action Plaintiffs Sharp Electronics Corporation and Sharp Electronics Manufacturing Company of America, Inc.; Electrograph Systems, Inc. and Electrograph Technologies Corp.; Alfred H. Siegel, solely as Trustee of the Circuit City Stores, Inc. Liquidating Trust; Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.; Target Corp., Sears, Roebuck, and Co., Kmart Corp.; Interbond Corporation of America; Office Depot, Inc.; Costco Wholesale Corporation; P.C. Richard & Son Long Island Corporation, MARTA Cooperative of America, Inc., and ABC Appliance, Inc.; Schultz Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC; and Tech Data Corporation and Tech Data Product Management, Inc.

21 **RESPONDING PARTY:**

Thomson Consumer Electronics, Inc.

22 **SET NO.:**

23 ONE

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, the above named Direct Action Plaintiffs, through their undersigned counsel, request that Thomson Consumer answer the following Interrogatories within thirty (30) days of service and supplement its Interrogatory answers, as necessary, to comply with Federal Rule of Civil Procedure 26(e). Thomson Consumer is directed to serve verified answers at PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP, Attn: Craig A. Benson, 2001 K Street, N.W., Washington, DC 20006, or at another time and place as may be mutually agreed upon by counsel for the parties.

DEFINITIONS

1. The terms “Defendant” and “Defendants” means any defendant named by a Direct Action Plaintiff in these actions and their present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

2. The terms “Co-conspirator” and “Co-conspirators” mean any non-Defendant entity named by a Direct Action Plaintiff in a complaint in these actions as a member of a conspiracy and their present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

3. The term “Affiliated Entity(ies)” means any entity(ies) involved in the production, pricing, marketing, distribution, and/or sale of CRTs (as those terms are defined herein) at any time during the Relevant Period (as defined herein) in which You, or any division, subdivision, business unit, parent, subsidiary, affiliate, or joint venture thereof, held any ownership interest at any time during the Relevant Period.

4. The term “Person” means any individual or group of individuals, corporation, partnership, association, governmental entity, department, commission, bureau or any other kind of legal or business entity.

5. The terms “You,” “Your,” and “Yourself” mean Thomson Consumer Electronics Inc., and present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on Your behalf.

1 6. The term “Employee” means any individual currently in the employ of, or at any
2 time employed by, or acting as the agent of a Defendant as defined herein.

3 7. The term “Document” includes all documents and electronically stored
4 information as defined in Federal Rule of Civil Procedure 34(a). A draft or non-identical copy is
5 a separate document within the meaning of this term.

6 8. The term “CRT(s)” means cathode ray tube(s).

7 9. The term “CRT Manufacturer” means any entity that manufactures or
8 manufactured CRTs.

9 10. The term “CRT Product(s)” means product(s) containing cathode ray tube(s).

10 11. Unless otherwise noted, the term “Relevant Period” means the period from March
11 1, 1995 through December 31, 2007.

12 12. When referring to a Document, “Identify” means, to the extent known, the (i) type
13 of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), sendee(s),
14 addressee(s), recipient(s), and custodian(s).

15 13. When referring to any fact, act, occurrence, transaction, statement,
16 communication, document, or other matter, “Identify,” “Describe,” “Explain,” or “State” means
17 to describe and identify the facts constituting such matter.

18 14. The term “Meeting” means, without limitation, any assembly, convocation,
19 encounter, or contemporaneous presence of two or more persons for any purpose, whether
20 planned or arranged, scheduled or not.

21 15. The term “Communication” means without limitation, oral or written
22 communications of any kind, such as electronic communications, e-mails, facsimiles, telephone
23 communications, correspondence, exchange of written or recorded information, or face-to-face
24 meetings. The phrase “communication between” is defined to include instances where one party
25 addresses the other party but the other party does not necessarily respond.

26 16. The term “Customer” means, without limitation, any individual, entity,
27 organization, business, company, corporation, or partnership to which You sold, transferred, or
28 otherwise conveyed CRTs during the Relevant Period.

1 incomplete answer is given, along with the identity of any sources from which more complete
2 information may be obtained.

3 5. Any claim of ambiguity in interpreting a particular Interrogatory or a definition or
4 instruction shall not be utilized as a basis for refusing to answer. Rather, You shall specify the
5 language deemed to be ambiguous and the interpretation utilized in the response to the
6 Interrogatory.

7 6. When asked to identify a natural person, state the person's name, employer,
8 position, dates of employment or tenure, and home address for all times during the Relevant
9 Period. If any of such information has changed during the Relevant Period, specify the time
10 period to which the information provided in Your answer pertains.

11 7. When asked to identify any entity other than a natural person, state the name and
12 address of the principal office or headquarters. If any of the information has changed during the
13 Relevant Period, specify the time period to which the information provided in Your answer
14 pertains.

15 8. If You elect to produce business records in response to an Interrogatory pursuant
16 to Federal Rule of Civil Procedure 33(d), You shall produce the records as they are kept in the
17 usual course of business or shall organize and label them to correspond with the Interrogatory. If
18 the document is being produced in its native electronic format (allowing the document to retain
19 its metadata), identify the document using its hash or other appropriate electronic identification
20 and identify the Interrogatories to which the document is responsive. If the document is not
21 being produced in electronic form, identify the document using the applicable bates numbers or
22 specifically identify the type of document being produced (e.g., letter, memorandum, telegram,
23 contract, invoice, etc.), its date and author(s), its custodian, and every person to whom such
24 document or any copy thereof was given or sent. For all documents produced pursuant to Rule
25 33(d), identify the name of the employee, officer, or agent certifying the documents as business
26 records.

INTERROGATORIES**Interrogatory No. 1.**

Identify the CRT and/or CRT Products that You manufactured or produced for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 2.

Identify the CRT and/or CRT Products that You sold, marketed, or distributed for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 3.

Provide Your sales of CRTs and/or CRT Products to the United States and globally for each month during the Relevant Period. For each month during this period, State the volume of sales, the U.S. dollar value of sales, the unit sale price, the per unit cost to produce CRTs and/or CRT Products, the per unit cost to distribute CRTs and/or CRT Products (including overseas freight, tariff, customs, duties, inland freight, storage, insurance, dealer commissions), and the per unit profit earned.

Interrogatory No. 4.

Identify every channel used by You to sell, market, or distribute CRTs and/or CRT Products during the Relevant Period. If You used different channels at different points within the Relevant Period, Identify when You used each channel to sell, market, or distribute CRTs and/or CRT Products.

Interrogatory No. 5.

Identify each current and former Employee who has or had any managerial responsibility for recommending, reviewing, setting or approving prices, bids, quotes, or rebates for Your CRTs and/or CRT Products during the Relevant Period. For each Person identified, include his or her name, address, title, location, the division or unit of the company where he or she worked, and a description of his or her responsibilities throughout the Relevant Period.

1 **Interrogatory No. 6.**

2 Identify each Employee with pricing authority who attended any trade association
3 during the Relevant Period relating to CRTs and/or CRT Products and State with respect to each
4 Employee:

5 (a) the trade association attended;

6 (b) the dates of attendance;

7 (c) any offices, chairs or committee positions held in each of the trade associations; and
8 the dates which those offices, chairs or committee positions were held.

9 **Interrogatory No. 7.**

10 Identify each actual or proposed agreement, including a draft agreement, between
11 You and any producer of CRTs and/or CRT Products, including Defendants or Co-conspirators,
12 relating to prices, pricing, production or inventory levels of CRTs and/or CRT Products during
13 the Relevant Period. For every such actual or proposed agreement, State:

14 (a) the identity of the participants and all persons with knowledge thereof;

15 (b) when such agreement was entered into;

16 (c) where such agreement was entered into;

17 (d) the terms of such agreement; and

18 (e) when, how, and which of Your officers, directors or Employees discovered the
19 existence of such agreement.

20 **Interrogatory No. 8.**

21 Identify all Communications and/or Meetings between You and any other
22 producer or producers of CRTs and/or CRT Products during the Relevant Period (including but
23 not limited to the named Defendants or Co-conspirators in this coordinated proceeding),
24 regarding, discussing, mentioning or relating to the sales, production, and/or prices of CRTs in
25 and/or for the United States, Mexico, and/or Brazil during the Relevant Period, specifically
26 identifying any Communications and/or Meetings occurring solely in the context of a Customer-
27 supplier relationship between You and a Customer. For all Communications and/or Meetings:

28 (a) State the date and location of the Meeting and/or Communication;

- (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the Meeting and/or Communication;
- (c) Describe the subject matter(s) of the Meeting and/or Communication, including details of any information provided, received, or exchanged;
- (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- (e) Describe the type and dimensions of the CRTs discussed;
- (f) Identify whether the attendees at the Meeting and/or Persons involved in the Communication reached any agreement concerning CRT sales, production, and/or prices.

Interrogatory No. 9.

To the extent not previously identified in response to Interrogatory No. 8, Identify all Communications and/or Meetings between You and any other producer or producers of CRTs and/or CRT Products during the Relevant Period (including but not limited to Defendants or Co-conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or prices of CPTs, where at least one party to the Communication was employed in and/or based out of the U.S., Mexico, and/or Brazil at the time of the Communication, specifically identifying any Communications and/or Meetings conducted solely in the context of a Customer-supplier relationship between You and a Customer. For all Communications and/or Meetings:

- (a) State the date and location of the Meeting and/or Communication;
- (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the Meeting and/or Communication;
- (c) Describe the subject matter(s) of the Meeting and/or Communication, including details of any information provided, received, and/or exchanged;
- (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- (e) Describe the type and dimensions of the CPTs discussed;
- (f) Identify whether the attendees at the Meeting and/or Persons involved in the Communication reached any agreement concerning CPT sales, production and/or prices.

1 This request includes instances where Communications with outside parties are
 2 forwarded to, or subsequently shared with, Persons based in the United States, Mexico, and/or
 3 Brazil, or employed by an Affiliated Entity of a Defendant in the United States, Mexico, and/or
 4 Brazil.

5 **Interrogatory No. 10.**

6 To the extent not previously identified in response to Interrogatory Nos. 8 or 9,
 7 Identify any Communication or Meeting between You and any other producer or producers of
 8 CRTs and/or CRT Products during the Relevant Period (including but not limited to Defendants
 9 or Co-conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or
 10 prices of CPTs during the Relevant Period, specifically identifying any Communications and/or
 11 Meetings conducted solely in the context of a Customer-supplier relationship between You and a
 12 Customer. For all Communications and/or Meetings:

- 13 (a) State the date and location of the Meeting and/or Communication;
- 14 (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the
 15 Meeting and/or Communication;
- 16 (c) Describe the subject matter(s) of the Meeting and/or Communication, including
 17 details of any information provided, received, and/or exchanged;
- 18 (d) Describe all Persons with knowledge relating to the Meeting and/or Communication;
- 19 (e) Describe the type and dimensions of the CPTs discussed;
- 20 (f) Identify whether the attendees at the Meeting and/or persons involved in the
 21 Communication reached any agreement concerning CPT sales, production and/or
 22 prices.

23 **Interrogatory No. 11.**

24 Identify each instance during the Relevant Period in which You or any other
 25 producer of CRT and/or CRT Products, including Defendants in this coordinated proceeding,
 26 instituted a price increase or decrease for CRTs, and for each such instance:

- 27 (a) when the price increase or decrease was announced publicly;
- 28 (b) when the price increase or decrease was implemented;

- 1 (c) the amount of the price increase or decrease;
- 2 (d) whether such price increase or decrease was withdrawn;
- 3 (e) each Person with responsibility for implementing the price increase or decrease or its
- 4 withdrawal; and
- 5 (f) any explanation given for the price increase or withdrawal.

6 **Interrogatory No. 12.**

7 Explain Your corporate structure during the Relevant Period, including:

- 8 (a) identification of departments and divisions;
- 9 (b) identification of all individuals with managerial responsibility for purchase or sale of
- 10 CRTs;
- 11 (c) identification of Your subsidiaries, affiliates, associates, partnerships, joint ventures,
- 12 stock co-ownerships, or other business relationships engaged in the production,
- 13 purchase, or sale of CRTs and/or CRT products;
- 14 (d) identification of Your owners and their percentages of ownership. For each owner,
- 15 please also state whether that owner also had a financial stake in other entities
- 16 engaged in the production, purchase, or sale of CRTs or CRT products.

17 **Interrogatory No. 13.**

18 Identify and describe all joint ventures, partnerships, or other cooperative business

19 relationships, during the Relevant Period, relating to CRT and/or CRT Products between You

20 and any other CRT or CRT Products producer.

21 **Interrogatory No. 14.**

22 Provide Your aggregate purchases (in both number of units and revenue in U.S.

23 dollars) of CRT and/or CRT Products during the Relevant Period.

24 **Interrogatory No. 15.**

25 Provide Your aggregate purchases (in both number of units and revenue in U.S.

26 dollars) of CRT and/or CRT Products for each month during the Relevant Period.

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1 **Interrogatory No. 16.**

2 Provide Your aggregate purchases (in units and U.S. dollars) of CRT or CRT
3 Products from each of the other Defendants, for the purpose of resale, for each month during the
4 Relevant Period.

5 **Interrogatory No. 17.**

6 State whether any Documents or information responsive to this set of
7 interrogatories were destroyed, discarded, erased, deleted, purged, or otherwise lost. If Your
8 answer is in any way in the affirmative:

- 9 (a) Describe in detail the contents of each such Document or information and the date it
10 was destroyed, discarded, erased, deleted, purged or lost;
- 11 (b) Identify each Person who had any role or responsibility in destroying, discarding,
12 erasing, purging, deleting or losing of each such Document or information; and
- 13 (c) Describe in detail the circumstances under which each such Document or information
14 was destroyed, discarded, erased, deleted, purged, or lost.

15 **Interrogatory No. 18.**

16 Identify the corporate relationship between You and Thomson SA during the
17 Relevant Period, including but not limited to:

- 18 (a) Your ownership structure;
- 19 (b) any business departments or functions (e.g., public relations, advertising, press,
20 marketing, sales) shared between Thomson SA and You, or that share common
21 systems and procedures;
- 22 (c) policies, practices and/or requirements relating to Thomson SA participating in
23 negotiations, entering into, or signing contracts for, or on Your behalf;
- 24 (d) policies, practices, and/or requirements regarding Thomson SA's oversight, direction,
25 supervision, endorsement, approval or disapproval of Your production, sales, pricing,
26 marketing, or distribution of CRTs or CRT Products;
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- 1 (e) the identity of all individuals who served as officers, directors, Employees, agents or
2 representatives of both You and Thomson SA at any time during the Relevant Period,
3 whether simultaneously or not;
- 4 (f) Thomson SA's accounting treatment for Your sales, including whether Thomson SA
5 ever booked proceeds from You; and
- 6 (g) Your accounting treatment for Thomson SA's sales, including whether You ever
7 booked proceeds from Thomson SA.

8 **Interrogatory No. 19.**

9 Describe the Communications between Your personnel and Thomson SA
10 personnel relating to CRT prices, CRT customers, or CRT production, including the frequency
11 and manner of any such Communications, and any individuals involved.

12 **Interrogatory No. 20.**

13 Identify the corporate relationship between You and Technologies Displays,
14 including but not limited to:

- 15 (a) Your percentage ownership;
- 16 (b) any business departments or functions (e.g., public relations, advertising, press,
17 marketing, sales) shared between Technologies Displays and You, or that share
18 common systems and procedures;
- 19 (c) policies, practices and/or requirements relating to Your participating in negotiations,
20 entering into, or signing contracts for, or on behalf of Technologies Displays;
- 21 (d) policies, practices, and/or requirements regarding Your oversight, direction,
22 supervision, endorsement, approval or disapproval of Technologies Displays'
23 production, sales, pricing, marketing, or distribution of CRTs or CRT Products;
- 24 (e) the identity of all individuals who served as officers, directors, Employees, agents or
25 representatives of both You and Technologies Displays at any time during the
26 Relevant Period, whether simultaneously or not;
- 27 (f) Technologies Displays' accounting treatment for Your sales, including whether
28 Technologies Displays ever booked proceeds from You; and

1 (g) Your accounting treatment for Technologies Displays' sales, including whether You
2 ever booked proceeds from Technologies Displays.

3 **Interrogatory No. 21.**

4 Identify the corporate relationship between You and Videocon Industries,
5 including but not limited to the identity of all individuals who served as officers, directors,
6 Employees, agents or representatives of both You and Videocon Industries at any time during the
7 Relevant Period, whether simultaneously or not.

8 **Interrogatory No. 22.**

9 State the name, address, and relationship to You of each Person who prepared or
10 assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who
11 simply typed or reproduced the responses.)
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1 DATED: April 17, 2014

By: /s/ Craig Benson

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